Intergovernmental Agreement
between
Pima County and Participating Fire Departments and Fire Districts in Pima County
for
Regional Wildfire Equipment and Resource Sharing

This Intergovernmental Agreement ("**IGA**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("**County**") and each participating fire department, fire district, or other eligible governmental fire agency executing this IGA (individually a "**Participating Agency**"; collectively, the "**Participating Agencies**").

1. **Background.**

1.1. County and Participating Agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

1.2. County has the legal authority pursuant to A.R.S. § 26-308 to appropriate and expend funds for emergency management purposes.

1.3. County is responsible for emergency preparation for wildfires, fuel reduction mitigation, land use planning, infrastructure maintenance in owned right of way, public education and prevention, and enforcement of evacuations under A.R.S. §§ 11-251, 26-301, 26-308, 28-6701, 28-6705, and 40-283.

1.4. Participating Agencies are responsible for providing fire suppression and emergency services within their jurisdictions, including wildfire response.

1.5. Wildfire incidents in the Pima County region have increasingly crossed jurisdictional boundaries, demonstrating the interconnected nature of wildfire risk.

1.6. County has developed and continues to implement a regional Wildfire Mitigation Plan that emphasizes prevention, mitigation, response, recovery and regional collaboration.

1.7. County maintains the Wildfire Mitigation Plan as directed by the Pima County Board of Supervisors. Under this plan, Participating Agencies, land managers, nonprofit organizations, and other eligible entities may submit project proposals for consideration. The Wildfire Executive Group, comprised of County Administration and directors of County departments with responsibilities or impacts related to wildland fire and one annual rotating Pima Fire Chiefs' Association appointee, reviews proposed projects to determine which should be approved and supported based on need and wildfire risk.

1.8. During County's implementation of the first year of the Wildfire Mitigation Plan, multiple fire agencies within Pima County identified operational gaps in wildland firefighting equipment and personal protection equipment needed to support emergency responses to wildfires.

1.9. Because County seeks to maximize the effectiveness, efficiency, and regional benefit of available resources, County has elected to pilot a regional resource sharing model

through the acquisition of a Regional Wildland Fire Equipment Trailer and Unmanned Aircraft Systems ("UAS").

1.10. County desires to maximize the public benefit of these investments by making certain regional wildfire resources available to Participating Agencies for wildfire suppression, emergency response, hazardous fuels reduction, prescribed fire operations, emergency preparedness training and disaster response.

1.11. County intends to evaluate utilization, demand, unmet demand, operational benefit, and effectiveness of these initial investments in emergency preparation to inform future wildfire mitigation investments, subject to available funding and applicable approval requirements.

2. **Purpose**. The purpose of the IGA is to establish the duties and responsibilities of the County and Participating Agencies relating to the distribution, management, deployment, accountability, and cooperative use of regional wildfire response resources. County and Participating Agencies intend this IGA to improve wildfire preparedness, increase interoperability among fire agencies, and improve regional response capability.

2.1. County commits no specific level of funding or resource acquisition under this Agreement. All purchases, support activities, and resource development are subject to appropriations, availability of funds, and approval through the Plan and the Executive Group.

2.2. Participating Agencies understand that participation in this IGA does not guarantee availability, allocation or deployment of any specific resource covered by the IGA. The equipment provided under this IGA must remain within the boundaries of Pima County for the duration of its use.

3. **Governmental Purposes.** County purchased regional wildfire equipment may be made available to Participating Agencies for the following official governmental purposes including, but not limited to:

3.1. Wildfire suppression.

3.2. Initial response operations.

3.3. Extended response incidents.

3.4. Prescribed fire operations.

3.5. Hazardous fuels reduction and wildfire mitigation projects.

3.6. Emergency and disaster response and recovery.

3.7. Training and public safety preparedness activities.

4. **Equipment Program Resources.** Through this IGA County may make available to Participating Agencies regional wildfire response resources including, but not limited to, the following:

4.1. Unmanned Aircraft Systems ("UAS"), including drones, batteries, and assorted equipment.

4.2. Regional Wildland Fire Equipment Trailer ("Trailer"), equipped with wildland hose, hose packs, pumps, portable water storage equipment, hose fittings, nozzles, and emergency sprinkler kits (Exhibit B).

4.3. Wildland firefighter Personal Protective Equipment ("PPE"), consisting of helmet, flame resistant shirt, flame resistant pants, neck shroud, fire pack, fire shelter, and wildland gloves.

5. **County Responsibilities.** County will:

5.1. Use wildfire risk mapping tools as data to identify where there are higher ignition risks, to guide prioritization of mitigation activities, resource acquisition, and operational support. The mapping tools may be updated periodically to reflect emerging conditions, scientific guidance, or operational needs.

5.2. Coordinate the initial inventory management of County purchased wildfire response resources and equipment and make list available to Participating Agencies, including ensuring host locations have the information needed to maintain availability for regional use.

5.3. Evaluate this IGA, at least twice annually. In this evaluation, County may consider measuring requests received, successful deployments, requesting agencies, unfilled requests, incident types, deployment duration, equipment utilized, equipment lost/damaged, maintenance repair cost, agency feedback, remaining gaps or opportunity to scale.

5.4. Conduct an annual maintenance inspection of the Trailer to assess ordinary wear and tear and to perform routine maintenance.

6. **Participating Agencies' Responsibilities.** Participating Agencies will:

6.1. Designate one primary and one alternate representative authorized to coordinate requests, receipts, and accountability of County purchased equipment.

6.2. Ensure the Participating Agencies personnel using County purchased equipment possess the training, certifications, licenses, and qualifications required by federal, state, and agency standards.

6.3. Maintain reasonable accountability for County purchased equipment while in its possession and promptly report any loss, theft, damage, malfunction, or misuse.

6.4. Maintain all firefighting PPE and equipment transferred under this IGA in accordance with applicable National Fire Protection Association ("NFPA") standards, manufacturer recommendations, Occupational Safety and Health Administration ("OSHA") regulations and agency policy.

6.5. Ensure that permanently transferred PPE is used for official governmental purposes by trained personnel.

6.6. Participate when practical, in regional wildfire training exercises, emergency preparedness activities, and after-action reviews.

6.7. Make the Trailer available for annual maintenance inspections upon reasonable prior notice from the County.

6.8. Make itself available to meet with County at least twice per year to support County's evaluation of IGA.

7. **Requests for Equipment Deployments and Documentation.** A master inventory of all County purchased regional wildfire equipment will be created upon purchase and prior to deployment. County may make purchased equipment available through procedures established by this IGA.

7.1. **Requests.** The deployment of the UAS ("Drones") or Trailer shall be initiated by the Participating Agency's designee or alternate, through the designated regional emergency communications center ("Regional Dispatch") in accordance with established regional dispatch procedures. Once the County designates a Regional Equipment Host Agency and transfers operational responsibility, the Host Agency shall be responsible for establishing Trailer use training, coordinating, storing, maintaining operational readiness, and deploying these regional resources as needed.

7.2. **Deployment.** Upon designation by the County, the Regional Equipment Host Agency shall maintain operational control of the UAS and Trailer. The Host Agency shall determine deployment based on:

7.2.1. Availability of resources

7.2.2. Operational readiness

7.2.3. Incident priority

7.2.4. Regional resource availability

7.3. **Documentation.** For each deployment, the Regional Equipment Host Agency shall maintain deployment records including:

7.3.1. Date and time of deployment

7.3.2. Type of incident and incident number

7.3.3. Requesting agency

7.3.4. Dispatch information

7.3.5. Equipment utilized

7.3.6. Missing or damaged equipment

7.3.7. Date and time of equipment return to service

8. **Ownership and Damage of County Property.**

8.1. Participating Agencies do not acquire an ownership interest in County purchased UAS or the Trailer by virtue of possessing, storing, maintaining, or utilizing such equipment.

8.2. Participating Agencies must not sell, transfer, lease, modify, assign, or otherwise dispose of County purchased equipment without prior written authorization from the County.

8.3. County may designate one or more Participating Agencies to serve as Regional Equipment Host Agency for specified County purchased regional equipment. Designation as a Regional Equipment Host Agency does not transfer ownership of County purchased equipment without prior written authorization from the County unless expressly provided otherwise in this IGA.

8.4. The Participating Agency shall be solely responsible, at its own expense, for any substantial damage to the Trailer occurring while the Trailer is in its possession or control. "Substantial damage" means any damage, loss, or destruction, excluding ordinary wear and tear. The Participating Agency shall promptly repair or, at County's election, reimburse the full repair or replacement cost.

9. **Duties of the Regional Equipment Host Agency.** County may assign County purchased regional wildfire equipment to one or more Regional Equipment Host Agencies based upon operational considerations, geographic location, staffing, specialized capabilities, response times, equipment storage requirement, or other factors. A Regional Equipment Host Agency must

9.1. Provide secure storage for assigned County purchased equipment.

9.2. Maintain assigned County purchased equipment in an operationally ready condition.

9.3. Conduct routine inspections and preventative maintenance in accordance with manufacturer recommendations.

9.4. Maintain inventory and maintenance records for assigned equipment.

9.5. Assist in coordinating deployment of assigned equipment in accordance with regional response protocols.

9.6. Promptly notify County of damage, loss, or theft.

9.7. Make reasonable efforts to ensure assigned equipment remains available for regional emergency response.

9.8. Store the assigned equipment at a secure location that allows for timely regional response.

10. **UAS Program.** The County may designate a Participating Agency possessing qualified personnel, appropriate facilities, and operational capability to serve as the Regional Equipment Host Agency for County-purchased UAS. The designation Host Agency must maintain the UAS in operationally ready condition, ensure that operations comply with all applicable Federal Aviation Administration ("FAA") regulations, and make the UAS and all

associated equipment available for deployment throughout Pima County by Participating Agencies in accordance with procedures and this IGA.

10.1. UAS operations shall comply with FAA regulations, Arizona state law, Incident Command System, County, jurisdictional, and applicable agency operating procedures.

10.2. Only personnel possessing all required FAA certifications, agency authorizations may operate County purchased UAS.

10.3. During active incidents involving aviation resources, UAS operations shall be coordinated through the Incident Commander and regional emergency dispatch centers and Regional Host Agency.

10.4. County purchased UAS must be utilized only for official governmental purposes. During deployment, operational control of County purchased equipment shall rest with Incident Commander in accordance with the Incident Command System ("ICS").

10.5. At County's sole discretion, County reserves the right to reassign County-purchased equipment or designate a different Regional Equipment Host Agency at any time upon written notice to the affected Participating Agency.

11. **Regional Wildland Fire Equipment Trailer.** County may designate a Participating Agency as the Regional Wildland Fire Equipment Trailer ("Trailer") Host Agency. Upon designation, the Host agency shall be responsible for establishing Trailer use training, secure storage, inventory, operational readiness, and deployment of the Trailer and its contents. The purpose of the Trailer is to support wildfire suppression, prescribed fire operations, hazardous fuels reduction, emergency response, and other wildfire mitigation activities throughout Pima County.

11.1. The Trailer may contain County purchased equipment including wildland hose, hose fittings and adapters, nozzles, portable water tanks, portable pumps, sprinkler kits and other wildfire suppression equipment found in Exhibit B. The Trailer towing vehicle must have a towing capacity of at least 14,000lbs.

11.2. Requests for deployment of the Trailer shall be initiated by a Participating Agency designee or alternate, through the designated regional dispatch center, and Regional Host Agency in accordance with established regional dispatch procedures as mentioned in Section 7.

12. **Permanent Transfer of Wildland Firefighter Personal Protective Equipment (PPE).** At County's sole discretion, County may permanently distribute wildland firefighter PPE to Participating Agencies in support of regional wildfire preparedness, firefighter safety, and operational readiness and recognizes that these are consumable materials.

12.1. PPE eligible for transfer may include, but is not limited to, wildland helmets, flame-resistant shirt, flame-resistant pants, neck shroud, fire shelter, wildland fire pack, wildland gloves, and other protective tools or equipment purchased by the County.

12.2. County may determine the quantity of PPE distributed to the requesting Participating Agency based on Participating Agency's demonstrated operational need, regional wildfire risk data, and other criteria established by County.

12.3. Ownership of PPE transfers to the Participating Agency upon delivery by County and written acknowledgment of receipt by Participating Agency.

12.4. Upon transfer of ownership, the Participating Agency becomes solely responsible for inventory management, inspection, cleaning, maintenance, repair, proper storage, record keeping, compliance with applicable NFPA, OSHA, and agency safety standards.

12.5. County will have no obligation to replace, repair, maintain, or provide future funding for PPE transferred to the Participating Agency pursuant to this IGA.

12.6. Nothing contained herein guarantees that any Participating Agency will receive a specific quantity of PPE from County.

13. **Financing.** Funding for Regional Wildfire Equipment Resources is provided through the Pima County Wildfire Mitigation Plan using funds appropriated by the Pima County Board of Supervisors for wildfire mitigation, preparedness, and response initiatives. The County may use such funds to acquire, maintain, and distribute regional wildfire response equipment, including firefighter PPE, UAS, water delivery equipment, trailers, and other wildfire suppression resources. The IGA does not obligate the County to make future appropriations, and any renewal or expansion of the program shall remain subject to the availability of funding and project approval.

14. **Term.** This IGA will become effective on the date it is first fully executed by County and at least one Participating Agency, with the attorney determinations described in Section 32 completed (the "Effective Date"). This IGA will remain in effect for an initial term of one (1) year commencing on the Effective Date (the "Initial Term"), unless terminated earlier by agreement of the Parties before expiration of the Initial Term. The Initial Term is a single, common term for the entire IGA and does not restart, extend, or run separately for any Party that signs after the Effective Date. A Participating Agency that executes this IGA after the Effective Date becomes a Party for the remainder of the then-current term only, and its participation expires on the same date as that of every other Party, regardless of when it signed. Upon agreement of the County and all then-current Parties, this IGA may be renewed for up to two (2) additional one-year terms (each a "Renewal Term," and together with the Initial Term, the "Term"), provided that each renewal is approved by the governing body of each Party in the manner required for approval of the Initial Term. No single Renewal Term shall exceed one (1) year, and the total Term, including the Initial Term and all Renewal Terms, shall not exceed three (3) years from the Effective Date.

15. **Disposal of Property.** Upon termination of this IGA, all property identified within this IGA (apart from non-deployable PPE) shall be returned to the County. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

16. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

17. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

    17.1. Commercial General Liability (CGL) – Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

    17.2. Commercial or Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.

    17.3. Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- $1,000,000 each accident and each person.

    17.4. Each party will provide ten (10) days written notice to the other party of cancellation, non-renewal or material change of coverage.

    17.5. The above requirement may be alternatively met through a self-insurance program, at no less than the minimum coverage levels set forth in this Section.

18. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.

19. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

20. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

21. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

22. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

23. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

24. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

26. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party as shown in Exhibit A):

County:	**Name of Fire Agency:**
County Administrator 115 N Church Ave 2nd Floor Ste 231 Tucson, AZ 85701	Insert Fire Agency: Attn: Fire Chief Insert address

27. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.

28. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

29. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

30. **Counterparts.** This IGA may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same IGA.

31. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

32. **Effective Date.** This IGA will become effective on the Effective Date, which is the date on which County and at least one Participating Agency have both signed it and the attorney for each has completed the Intergovernmental Agreement Determination required by A.R.S. § 11-952. The Effective Date establishes the single, common term of this IGA under Section 14 and is fixed as of that date for all Parties. For each Participating Agency that signs after the Effective Date, this IGA becomes effective as to that agency on the later of (a) the date that

agency signs and its attorney completes the Intergovernmental Agreement Determination required by A.R.S. § 11-952, and (b) the date that agency's governing body has taken the action required by A.R.S. § 11-952(F) to approve this IGA. In no event does a Party's later effective date change, restart, or extend the Initial Term or the Term as defined in Section 14.

SIGNATURE BLOCKS ON FOLLOWING PAGE

PIMA COUNTY

_____
Jen Allen, Chair
Board of Supervisors

_____
Date

ATTEST

_____
Melissa Manriquez, Clerk of the Board

Approval
The foregoing Intergovernmental Agreement between Pima County and the Participating Agency has been reviewed by the undersigned and is hereby approved as to content.

_____
Chad Kasmar, Deputy County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County, and the Participating Agency has been reviewed by the undersigned, whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

_____
Bobby Yu, Deputy County Attorney

[Insert party name]

_____

[Title]

_____

Date

ATTEST

_____

[Title]

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Participating Agencies has been reviewed by the undersigned attorney for Insert Participating Agency, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Insert Participating Agency.

Insert Counsel Name for Participating Agency

_____

Attorney

Exhibit A
Party Addresses for Providing Notice

Ajo Gibson Volunteer Fire Department Attn: Fire Chief 400 N Taladro St. Ajo, AZ 85321
Arivaca Fire District Attn: Fire Chief 16091 Universal Ranch Rd. Arivaca, AZ 85601
Avra Valley Attn: Fire Chief 15790 W Silverbell Road Marana, AZ 85653
Corona de Tucson Fire District Attn: Fire Chief 99 E Tallahassee Dr. Corona, AZ 85641
Drexel Heights Fire District Attn: Fire Chief 5030 S. Camino Verde Tucson, AZ 85735
Golder Ranch Fire District Attn: Fire Chief 3885 E Golder Ranch Drive Tucson, AZ 85739
Helmet Peak Fire District Attn: Fire Chief 15490 S. Mission Rd Sahuarita, AZ 85629
Mescal J-6 Fire District Attn: Fire Chief 98 N Oak Dr. Benson, AZ 85602
Mt. Lemmon Fire District Attn: Fire Chief 13170N Control Rd., Mt Lemmon, AZ 85619
Northwest Fire District Attn: Fire Chief 13535 N Marana Main Tucson, AZ 85653
Pascua Yaqui Fire Department Attn: Fire Chief 4631 W Calle Torim Tucson, AZ 85757
Rincon Valley Fire District Attn: Fire Chief 14550 E. Sands Ranch Rd. Vail, AZ 85641
Santa Rita Fire District Attn: Fire Chief 1285 W Camino Encanto Green Valley, AZ 85622
Sonoita-Elgin Fire District Attn: Fire Chief 3173 AZ-83 Sonoita, AZ 85637
Three Points Fire District Attn: Fire Chief 10351 S Sasabe Rd. Tucson, AZ 85736
Tohono O'odham Fire Department Attn: Fire Chief P.O. Box 837 Sells, AZ 85634
Tucson Fire Department Attn: Fire Chief 300 S Fire Central Place Tucson, AZ 85701
Why Fire District Attn: Fire Chief 301 S. Sonoita Way Why, AZ 85321

Exhibit B

Wildland Fire Equipment Trailer Resources

Item Description	Quantity
1" Forestry Nozzle Dual Range (NPSH)	40
1 ½" x 100' Yellow Forestry (NH) Hose	40
1" x 100' Yellow Forestry (NPSH) Hose	24
1 1/2" Female NH to 1" Male NPSH Reducer	40
1 ½" NH Gated Wye Water Distribution Valve	40
FSS Hose Bags	40
Metal Fuel Tank 5 gallon	2
Complete Pump Fuel Tank w/Built-in Male Fitting	2
Hydro-wick® Hand Primer 1.5" (38 mm) NH (NST)	2
Extruded Quick-Connect Hose Adaptor 1.5 Male x 1.5 Female	2
Tandem Adaptor 2" NPSH Female Swivel 1 1/2" NST Tandem Adaptor	2
WICK 375 Fire Pump	2
5,000 Gallon Self Supporting Water Tank	1
3,000 Gallon Self Supporting Water Tank	1
WASP Wildfire Sprinkler Home Protection Full Kit	5